

# Oconee County Council

Mary Frances Burrell  
District One  
313 Freedom Trail  
West Union, SC 29690

Harrison E. Orr  
District Two  
Post Office Box 1068  
Wadswalla, SC 29691

Harry R. Hamilton  
District Three  
702 Quincy Road  
Seneca, SC 29678

Public Service Building  
208 Booker Drive  
Wadswalla, SC 29691  
(864) 638-4244

Norman D. Crain  
Supervisor, Chairman  
208 Booker Drive  
Wadswalla, SC 29691  
(864) 638-4244

Roy B. Strickland  
District Four  
203 Ismidaga Street  
Westminster, SC 29693

Alton K. Williams  
District Five  
901 Pine Grove Road  
Seneca, SC 29678

Timothy M. Cain  
County Attorney  
Post Office Box 698  
Seneca, SC 29679

## A G E N D A

### SPECIAL MEETING, OCONEE COUNTY COUNCIL

TUESDAY, OCTOBER 29, 1996

9:00 AM

1. Call to Order
2. Invocation
3. Discussion and Consideration of Acceptance of HOME Grant
4. Old Business
5. New Business
6. Adjourn

**MEMBERS, OCONEE COUNTY COUNCIL**

Ms. M. Fran Burrell, District I    Mr. Harrison E. Orr, District II  
Mr. Harry R. Hamilton, District III    Mr. Roy B. Strickland, District IV  
Mr. Alton K. Williams, District V

**MINUTES, SPECIAL MEETING, OCONEE COUNTY COUNCIL**

The Oconee County Council held a special meeting Tuesday, October 29, 1996 at 9:00 am in Council Chambers with Mr. Strickland, Mr. Orr & Mr. Williams present. The County Attorney was also present.

Members of the press notified (by mail):  
Journal/Tribune, Keowee Courier, Westminster News, Anderson Independent, Greenville News, WGOG Radio, WBFM Radio, WCCP Radio, WYFF TV & WLOS TV.

**Press**

Members of the press present: Dick Mangrum - WGOG Radio, Terry Cregar - Greenville News & Elizabeth Garrison - Northland Cable.

The meeting was called to order by Supervisor-Chairman Crain who welcomed the guests and media.

**Call to Order**

The invocation was given by Mr. Orr.

**Invocation**

Mr. Dirk Reis, SC Appalachian Council of Governments, addressed Council regarding acceptance of the attached Home Program Grant. Mr. Reis informed Council the grant application was for \$200,000, however, the amount approved was \$175,868, therefore it would probably be necessary to change the number of houses to be renovated from seven (7) to six (6).

**HOME Program Grant**

Mr. Reis further informed Council the county could advertise the grant and invite people to apply for same.

Mr. Reis also informed Council it will be necessary to secure an administrator to manage the grant as COG is unable to at this time.

The administrator will be responsible for title searches on applicants, as a house that has a lien on it is not normally eligible for this grant.

An average of \$32,000 can be expended on each house, it has to be a single family owner occupied dwelling and when the renovation is completed the house will have to meet Housing codes. The administrator will be responsible for insuring that the houses meet code.

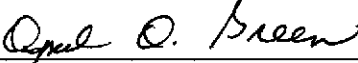
Minutes, Special Meeting, Oconee County Council  
October 29, 1996  
Page 2

After considerable discussion regarding the grant, Mr. Strickland made a motion, seconded by Mr. Orr, approved 3 - 0 (Ms. Burrell & Mr. Hamilton absent) that the county accept the grant, that County Council serve as the Selection Committee to select the administrator, that Mr. Hamilton chair the committee and Ms. Burrell serve as vice chair. Ms. Dillard, Purchasing Agent, is to work with the committee.

The committee then scheduled a meeting November 14, 1996 at 9:00 am in Council Chambers to interview prospective administrators.

Adjourn: 10:30 am

Submitted By:

  
\_\_\_\_\_  
Opal O. Green  
Council Clerk

Reviewed By:  
Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

HOME  
Grant  
Program  
Cont'd

Adjourn

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**Owner Occupied Housing  
Application**

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## Owner Occupied Housing Application

This application is to be completed only by eligible applicants who propose to undertake a well defined program activity. (Note: This activity is not eligible under the CHDO Set-aside)

Type of Applicant: Unit of General Local Government

Type of Activity:

Rehabilitation  Reconstruction (new construction)

HOME Funds Requested: \$ 200,000 # of HOME Assisted Units 7

**Applicant Information:**

Name of Applicant: Oconee County

Address: 208 Booker Drive

City: Walhalla State: SC Zip Code: 29691

Contact Person: Dirk Reis - Appalachian Council of Governments

Telephone Number: 242-9733 Fax Number: 242-6957

County: Oconee Federal Tax ID #: 57-6000391

(in which the project is located)

**Local Official Information:**

Name of Local Official: Mr. Norman D. Crain

Title: Supervisor/Chairman

Address: 208 Booker Drive

City: Walhalla State: SC Zip Code: 29691

Telephone Number: 638-4242 Fax Number: 638-4241

**Project Area:**

Identify the project area boundaries (use street names, if possible, attach a map under Tab 2).

Oconee County has not selected a specific area in which to undertake the housing rehabilitation project activities. Rather, Oconee County will allow all eligible, qualifying households from throughout the County an opportunity to participate in the project, if it is funded. Therefore, the project area encompasses all of Oconee County.

**Identified Need:**

In narrative form, clearly outline the specific need that the proposed project intends to address. Existing conditions must be quantified to include the number of household and individuals affected in the smallest census division in which the project is proposed. The assessment will be evaluated on the following factors dealing with substandard housing indicators which include lack of indoor facilities, overcrowding, and housing units built prior to 1939. The applicant will have to rely on the use of market data, census data, state and/or local consolidated plans to qualify the need of the area to be served. The narrative must be consistent with applicable state, local, and/or community housing development plans.

**Note:** Do not provide these resource documents as attachments to identify need. USE SPACE PROVIDED BELOW. Additional pages should be attached in this section if needed.

Oconee County has identified the need to rehabilitate substandard housing, especially those that are occupied by low and moderate income persons, as one of its priority community development needs. In order to address this need, the County proposes to undertake a project to rehabilitate substandard houses which exist throughout the County, particularly in the rural areas. According to the 1990 Census of Population and Housing Summary Tape File 3A, there are 22,358 occupied housing units in Oconee County. Of this number, 1,866 (8.3%) were constructed in 1939 or earlier; 249 (1.1%) lack complete indoor plumbing facilities; and 492 houses (2.2%) can be classified as overcrowded because they house more than one person per room. These 22,358 occupied units house approximately 57,475 persons.

There are 5,561 units that are occupied by elderly persons, which represents 25% of the total occupied units. Ninety-six (96) of these units do not have complete indoor plumbing facilities.

**Leveraging:**

<b>Funding Source</b>	<b>Amount</b>
Community Development Block Grant	\$ _____
Rural Housing Services	\$ _____
Weatherization	\$ _____
Private Lender Funds	\$ _____
Local (Public)	\$ <b>7,501.00</b>
Local (Private)	\$ _____
Other	\$ _____

*(Provide Letters of Commitment under Tab 3)*

**Special Needs:**

Specify the appropriate number of units to be reserved for special needs:

<b>Description</b>	<b>Number of Units</b>
Elderly (62+)	5
Large Families (5 or more persons)	2
Persons with Disabilities	
<b>Total</b>	<b>7</b>

**Income Targeting:**

Indicate the number of units targeted for HOME assistance on the table below.

<b>Description</b>	<b>Number of Units</b>	<b>% of Total Units</b>
Number of HOME assisted units between 61% - 80% of the area median income.		
Number of HOME assisted units between 51% - 60% of the area median income.		
Number of HOME assisted units less than 50% of the area median income.	7	100%
<b>Total</b>	<b>7</b>	

**Marketing Plan**

The Applicant must provide a Marketing Plan (*under Tab 4*), that describes how you will market the HOME program to potential beneficiaries. A list of prospective beneficiaries must be provided with this plan.

Within the marketing plan the applicant is required to address the following items:

- Beneficiary Selection Process
- Affirmative Marketing
- Equal Opportunity and Fair Housing

**Financial Design:**

What form(s) of financial assistance will you provide? (*Check all that apply*)

Type	Terms (if applicable)
<input type="checkbox"/> Repayable Loan	_____ % Interest Rate
<input type="checkbox"/> Deferred Repayable Loan	_____ Term
<input checked="" type="checkbox"/> Conditional Grant	_____ Amortization
	<u>5 yrs.</u> Deferral Period

(Provide a sample copy of your agreements for loans, or grants under Tab 5)

**Construction Standards:**

Has applicant established written property rehabilitation standards and program specifications?

Yes  No

(If you answered yes, provide these local codes under Tab 6)

**NOTE: Standards must meet or exceed the Authority's HOME Construction Manual.**

**Administrative Team:**

Identify the primary person(s) responsible for the overall administration of the local HOME Program.

Project Administrator: \_\_\_\_\_

Address: \_\_\_\_\_  
(include city, state, zip)

Telephone: \_\_\_\_\_

Number of years administering housing programs: \_\_\_\_\_

Description of Experience:

If the HOME grant is awarded to Oconee County, the County will request the ACOG to administer the project. If the staff at ACOG is not able to undertake the HOME project at that time, the County will advertise for a qualified consulting firm that can undertake all aspects of the project in a timely manner and meet all federal and state regulations.



### MARKETING PLAN

Oconee County has not yet selected or identified specific beneficiaries because it was felt that there was not adequate time to properly advertise and market the project and to obtain a sufficient pool of truly needy households.

Once the grant is funded, Oconee County will publicize the project in the local newspapers and through other means such as the area agency on aging, the county social service agencies, churches, etc. The newspaper article and other grant announcement brochures will contain information on how to apply for assistance and will detail the criteria to be used to determine who may qualify to receive HOME assistance. This will include the following eligibility criteria:

- limited to owner-occupants only
- limited to households whose income is below 50% of the median income for Oconee County
- preference will be given to the elderly and single-parent households

Oconee County will appoint a HOME housing review committee to review applications and to approve/disapprove assistance to the applicants. The decision on who will receive funding will be made based on the above criteria and on the need of the applicant. Such other factors as lack of indoor plumbing, severe overcrowding, the income of the applicant, whether the applicant is handicapped, and the age of the applicant will also be taken into consideration when determining the relative need for HOME assistance. The decisions on who will receive funding will be made without regard to race or nationality.

Inspector for Projects: \_\_\_\_\_

Address: \_\_\_\_\_  
*(include city, state, zip)*

Telephone: \_\_\_\_\_

Number of years inspecting housing: \_\_\_\_\_

Description of Experience:

Consultant: \_\_\_\_\_ *(if applicable)*

Address: \_\_\_\_\_  
*(include city, state, zip)*

Telephone: \_\_\_\_\_

Number of years consulting for housing programs: \_\_\_\_\_

Description of Experience:

Other: \_\_\_\_\_ *(if applicable)*

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
*(include city, state, zip)*

Telephone: \_\_\_\_\_

Number of years working in housing programs: \_\_\_\_\_

Description of Experience:

**Capacity and Performance:**

Describe the applicant's experience in administering housing programs within the last three years. Include your processes for handling projects from start to development stage, progress, and completion. The applicant must demonstrate that they have the capacity to administer a plan of long term quality management which includes the ability to administer a HOME project and comply with federal and state regulations.

**Impact of Proposed Project:**

Describe how this project meets the identified needs of the community. This will be demonstrated in how well you define and address cost reasonableness, problem solving, availability of resources and community support (*provide letters of support under Tab 7*).

On June 18, 1996, Oconee County held a public hearing to inform the citizens of Oconee County as to the results of an assessment of needs relating to community development, housing, and economic development. The County identified the need to rehabilitate substandard housing, especially those that are occupied by low and moderate income persons, as one of the needs. This HOME project is being proposed in order to address this need.

The County is proposing to rehabilitate 7 substandard owner-occupied houses, with an average rehabilitation cost of \$29,643. This figure was arrived at through discussions with the housing rehabilitation expert at the Appalachian Council of Governments based on his experience with the cost of rehabilitation on the type and condition of houses Oconee County anticipates addressing. The funding sources are the HOME program funds at \$200,000 and \$7,501 committed by the Oconee County Council at its meeting of August 6, 1996.

**Capacity and Performance:**

Describe the applicant's experience in administering housing programs within the last three years. Include your processes for handling projects from start to development stage, progress, and completion. The applicant must demonstrate that they have the capacity to administer a plan of long term quality management which includes the ability to administered a HOME project and comply with federal and state regulations.

Oconee County has received, and successfully completed, numerous federally funded projects. While not technically classified as a "housing project", a \$500,000 Community Development Block Grant (CDBG) project was successfully undertaken in 1994-1995 to repair houses damaged in the March 1994 tornado. In addition, Oconee County has received numerous CDBG awards for various projects including a new senior center and a free medical clinic for the indigent. The County has also received CDBG funds and other federal grant funds including Appalachian Regional Commission (ARC), Rural Economic and Community Development (RECD), and Economic Development Administration (EDA) to undertake numerous economic development related projects. All project have been undertaken and completed successfully and with no audit or monitoring problems.

Oconee County usually contracts with the Appalachian Council of Governments (ACOG) to administer its federal grants. However, Oconee County contracted with Carolina Community Resources (CCR) to administer the tornado grant because the ACOG indicated that their housing rehab staff was already committed to other projects and could not devote sufficient time to undertake the project in a reasonable time frame. The County contracted with CCR because their response to a Request for Proposals was submitted which indicated that CCR had the capability to administer all aspects of the grant program from start to finish. In deed, the project was completed within the original grant period and without any problems.

If the HOME grant is awarded to Oconee County, the County will again request the ACOG to administer the project. If the staff at ACOG is not able to undertake the HOME project at that time, the County will advertise for a qualified, experienced consulting firm that can undertake all aspects of the project and meet all federal and state regulations.

**South Carolina State Housing Finance and Development Authority**  
**HOME Investment Partnerships Program**  
**Certification**

The applicant certifies that all information in this application and all information furnished in support of this application is given for the purpose of obtaining financial assistance in the amount of \$200,000 under the HOME Program and is true and complete to the best of the applicant's knowledge and belief.

The applicant hereby certifies that he/she believes the project can be completed and operating within the development schedule and budget submitted to the Authority. Further, he/she certifies that the information in the Attachments in support thereof, is true, correct and complete to the best of his/her knowledge and belief.

The Applicant represents that if a conditional HOME award is approved as a result of this application, he/she will furnish promptly such other supporting information, documents, and fees as may be requested or required, and that in carrying out the development and operation of the project, the applicant agrees to comply with all applicable Federal and State laws regarding unlawful discrimination and will abide by all HOME Program rules and regulations. The applicant understands and agrees that the Authority is not responsible for actions taken by the applicant in reliance on a conditional HOME award by the Authority.

By execution of this application, the applicant understands and agrees that the Authority may conduct its own independent review and analysis of the documentation contained herein and in the attachments hereto, and that such review and analysis will be made for the protection of the Authority and as part of a subsidy layering review. The applicant further understands and agrees that, for the purpose of determining and establishing the amounts, terms, and conditions under which this conditional award is made, the Authority may request or require adjustments or changes in the information contained herein, (including attachments hereto) or in any documentation or materials now or hereafter submitted in connection with this application. Additionally, the applicant understands the amount and terms of HOME assistance awarded may be different than the amount requested and is at the sole discretion of the Authority to determine.

The applicant understands and agrees that if false information is provided in this application which has the effect of increasing the applicant's competitive advantage, the Authority may hold the applicant ineligible to apply for HOME funds for a period of two years or until any issue of restitution is resolved and may terminate the applicant's contract and recapture all funds expended.

The applicant shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of race, color, creed, religion, sex, national origin, age, familial status or handicap.

Verification of any of the information contained in this application may be obtained from any source named herein. The Authority also reserves the right to require audited financial statements of each development team member as a part of its underwriting process.

The applicant will at all times indemnify and hold harmless the Authority against all losses, costs, damages, expenses, and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the Authority's acceptance, consideration, approval, or disapproval of this request and the issuance or non issuance of HOME funds herewith.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has caused this document to be executed in its name on the 27 day of August, 19 96.

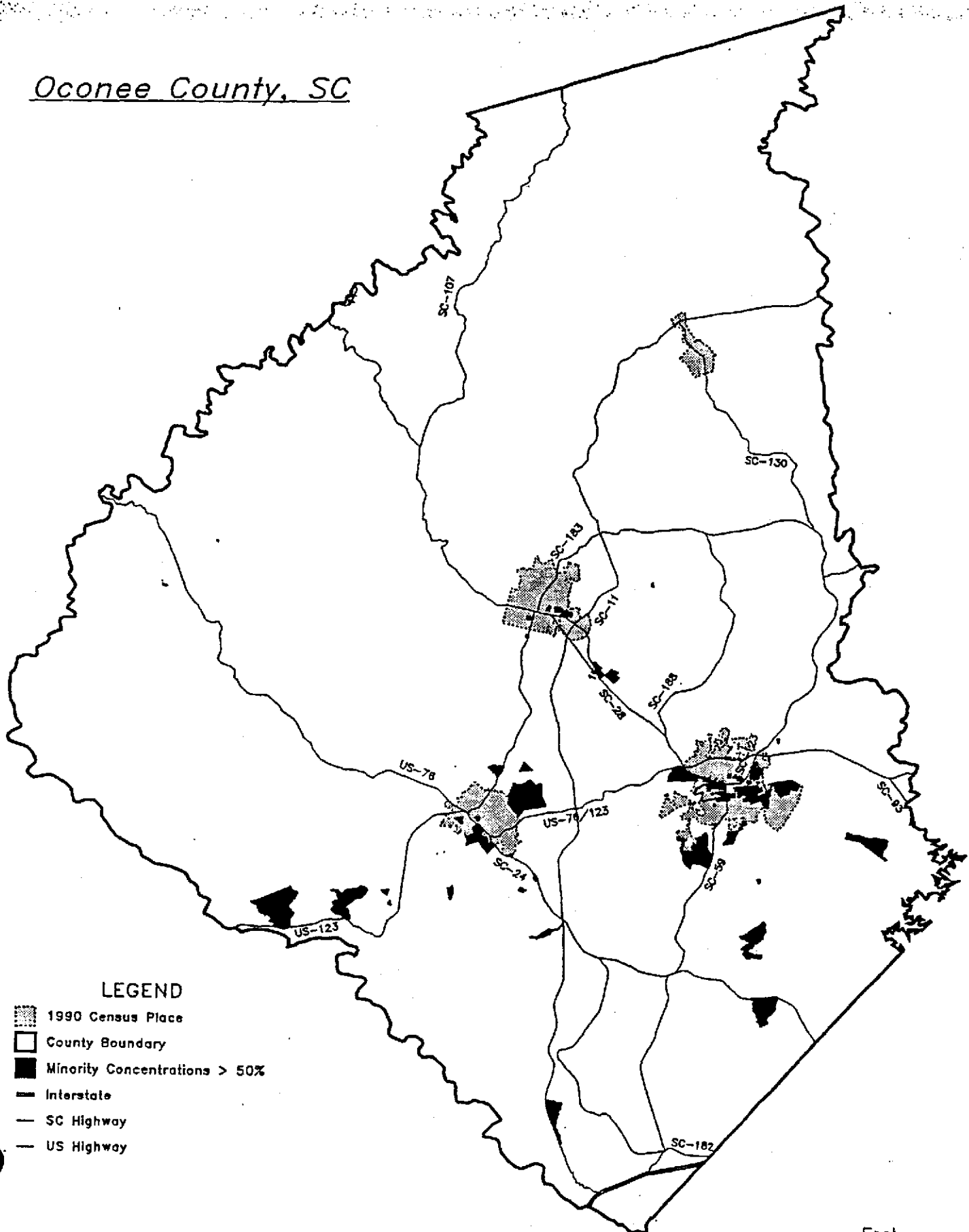
Norman O Crain  
Signature

Norman Crain  
Name (please print)







Supervisor/Chairman  
Title

Telephone Number: (864) 638-4242

# Oconee County, SC



## LEGEND

-  1990 Census Place
-  County Boundary
-  Minority Concentrations > 50%
-  Interstate
-  SC Highway
-  US Highway

# Oconee County Council

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District One  
313 Freedom Trail  
West Union, SC 29696

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Timothy M. Cain  
County Attorney  
Post Office Box 698  
Seneca, SC 29679

August 23, 1996

Mr. David M. Leopard, Executive Director  
SC State Housing Finance & Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201

Dear Mr. Leopard:

The purpose of this correspondence is to confirm that the Oconee County Council, at its regularly scheduled meeting, August 6, 1996 authorized the submission of an application for \$200,000 in HOME funds to undertake a housing rehabilitation project and agreed to contribute \$7,501 toward the project.

Please feel free to contact this office if I can be of further assistance to you in this matter.

Respectfully,



Norman D. Crain  
Supervisor-Chairman  
Oconee County Council

C: File



CONDITIONAL GRANT AGREEMENT

In consideration of the grant to be made by the Town of \_\_\_\_\_,  
hereinafter referred to as the Grantor, to \_\_\_\_\_, hereinafter referred to as the  
Grantee, the parties mutually agree and promise that:

1. The Grantor shall provide housing rehabilitation assistance to the Grantee in the amount of \_\_\_\_\_.
2. The Grantee will refrain from incurring or permitting any lien or other encumbrance on said property other than those presently existing, and to refrain from transferring, selling, assigning, leasing or in any manner disposing of the real property described below or any interest therein or in any way deriving income from the ownership of the real property without the prior written consent of the Grantor.
3. Should the Grantee in any manner dispose of the below described property without the prior written consent of the Grantor, this grant shall become a loan to be paid in such amount as may be due at or before the date of the closing of the sale or transfer.
4. The terms and conditions of this grant shall remain in effect for a period of five (5) years from the date of this Conditional Grant Agreement with the potential liability on the original amount of the grant decreasing by twenty (20%) percent per year, beginning at the date of the signing of this Agreement.
5. Should the Grantee become deceased or the five-year period expire, the conditions attached to the grant shall become null and void, and any and all obligations the Grantee may have to the Grantor regarding this grant are revoked.
6. The property to which this grant attaches is described in **Deed Book** \_\_\_\_\_ in the \_\_\_\_\_ County RMC Office, otherwise known as \_\_\_\_\_ in \_\_\_\_\_, South Carolina.

IN WITNESS WHEREOF, we set our hands and seals this \_\_\_\_\_.

IN THE PRESENCE OF:

\_\_\_\_\_

GRANTEE

\_\_\_\_\_

GRANTEE

\_\_\_\_\_

TOWN OF \_\_\_\_\_ (Grantor)

By: \_\_\_\_\_, Mayor

\_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named parties sign, seal and as (his) (her) act and deed deliver the within Conditional Grant Agreement and that (s)he with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: \_\_\_\_\_.

LINDSEY GRAHAM  
3D DISTRICT, SOUTH CAROLINA  
ECONOMIC AND EDUCATIONAL  
OPPORTUNITIES COMMITTEE  
SCIENCE COMMITTEE  
1429 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20518  
202-225-5301

Congress of the United States  
House of Representatives  
Washington, DC 20515-4003

August 26, 1996

DISTRICT OFFICES:

318 S. McRuffe Street  
Anderson, SC 29621  
(803) 224-7401

128 FEDERAL BUILDING  
120 MAIN STREET  
GREENWOOD, SC 29646  
(803) 223-8251

6 FEDERAL BUILDING  
211 YORK STREET, NE  
AUXIN, SC 29801  
(803) 840-6571

Ms. Valerie Williams  
Director of the Home Program  
State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201

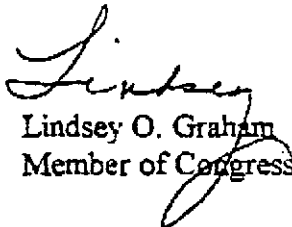
Dear Ms. Williams:

It is my understanding that your agency is in the process of receiving a funding request from Oconee County officials for a Home Program Grant.

The objective of this grant is to repair substandard housing of owner occupied homes in low income areas. By providing this assistance, the citizens of Oconee County will be able to realize a better quality of life.

I urge you to study carefully their application and give it your every consideration as an important investment in Oconee County, South Carolina. If I can provide additional information regarding this grant request, please contact Jane Goolsby in my Anderson District Office at (864) 224-7401.

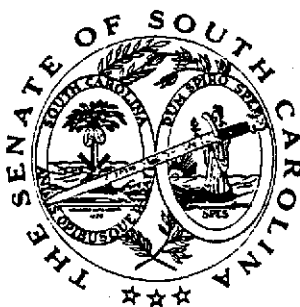
Sincerely,

  
Lindsey O. Graham  
Member of Congress

LOG:jg

THOMAS C. ALEXANDER  
SENATOR, OCONEE AND PICKENS COUNTIES  
SENATORIAL DISTRICT NO. 1

HOME ADDRESS:  
150 CLEVELAND DRIVE  
WALHALLA, SC 29891  
RESIDENCE: (864) 838-2153  
BUSINESS: (864) 638-2988  
DELEGATION: (864) 838-4237



SENATE ADDRESS:  
SUITE 606 GRESSETTE BLDG.  
P. O. BOX 142  
COLUMBIA, SC 29202  
(803) 212-6024

COMMITTEES:  
GENERAL  
LABOR, COMMERCE AND INDUSTRY  
MEDICAL AFFAIRS  
TRANSPORTATION

STUDY COMMITTEE:  
TEXTILE-APPAREL INDUSTRY

August 15, 1996

State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201

Dear Director:

It has come to my attention that a grant is being sought by Oconee County from the State Housing Finance and Development Authority. The grant that the County seeks to qualify for is the Home Program Grant.

Certainly, I support the efforts of Oconee County to receive this grant to assist the citizens throughout our community. Providing homes for our citizens helps improve the quality of life they enjoy.

Thanking you in advance for your consideration of the proposal submitted to you by Oconee County. Should I be able to assist you, please feel free to call on me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Thomas C. Alexander".  
Thomas C. Alexander

TCA/cb

# Beaverdam Baptist Association

1659 Sandifer Boulevard  
Seneca, South Carolina 29678-9306  
(864) 882-7070 † FAX (864) 882-4737

August 26, 1996

State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, SC 29201

Dear Director,

The Oconee County area can greatly benefit from the potential Home Program Grant under consideration.

Our County Council has gone on record supporting this effort to repair substandard housing. We at the Beaverdam Baptist Association concur in this effort to provide corrective action in this area of need.

I urge you to approve this grant proposal as soon as possible so work can begin.

Yours in Christ,

*W. Fred Astin*

W. Fred Astin  
Director of Missions

/bll

# SENECA RIVER BAPTIST ASSOC.

Rev. Thomas L. Allen, Sr. - Moderator  
Rev. Wendell Thompson - Vice Moderator & Drive Director

Bro. A. O. Wallace, Sec.

Bro. David Green, Jr., Treas

August 26, 1996

State Housing Finance and Development Authority  
19 Bluff Road  
Columbia, South Carolina 29201

Dear Director:

It has been brought to our Attention in the Seneca River Baptist Association, that a grant is being sought from the State Housing Finance and Development Authority.

We support the efforts of Oconee County to receive this grant. and we thank you for your consideration and support in this matter.

Yours in Christ

Pastors of the Seneca River Baptist Association:

Name	Church
Rev. Thomas L. Allen Sr.	Flat Rock Baptist Church.
Rev. Sidney F. Davis	Mt. Nebo Baptist Church
Rev. William E. Cureton	St. Peter Baptist Church
Rev. Samuel L. [Signature]	New Hope Baptist Church Pastor



DRAWER 4773  
SENECA, SC 29679  
(803) 885-2718  
FAX (803) 885-2745

August 22, 1996

State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201


Dear Director:

It has been brought to my attention that a grant is being sought by Oconee County from the State Housing Finance and Development Authority. The grant for which the County hopes to qualify is the Home Program Grant.

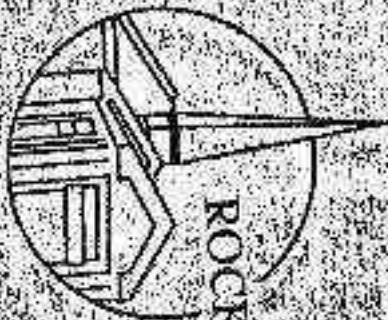
I fully support the efforts of Oconee County to receive this grant which would assist the citizens of our county in obtaining homes. Providing homes to our citizens helps improve the quality of their lives.

Thank you in advance for your consideration of the proposal which was submitted to you by Oconee County. If I may be of further assistance please feel free to call on me.

Yours in service,

  
Charles B. Denton, Jr.  
Chief of Police

CBD/sc



# ROCKY KNOLL BAPTIST CHURCH

Pastor *Wahon L. Marsh*  
670 Highlands Hwy. • P.O. Box 1100 • Walhalla, SC 29691  
Office: 838-5713 • Residence: 838-3037

August 21, 1996

State Housing Finance and Development Authority  
19 Bluff Road  
Columbia, South Carolina 29201

Dear Director:

The Home Program Grant that is being sought by Deacon County from the State Housing Finance and Development Authority is much needed in our area. I support the efforts being made by Oconee County to receive this grant to help citizens in our community.

Thank you for your consideration of this proposal by the County of Oconee. It can be of further help, please contact me.

Sincerely,

Wahon L. Marsh, pastor

WLM/mta



# BLUE RIDGE BANK

*of Walhalla*

MEMBER FEDERAL DEPOSIT INSURANCE CORPORATION

PHONE 864 638-5444 P. O. BOX 889

FAX 864 638-2425

WALHALLA, SOUTH CAROLINA 29691

August 20, 1996

State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, S. C. 29201

Dear Director:

I understand that Oconee County is seeking the Home Program grant from the State Housing Finance and Development Authority. For this reason, I would like to write you in support of this application which will improve the quality of life of a number of Oconee County citizens.

Quality housing leads to an increased sense of pride and civic awareness, all of which contribute to the good of the whole of society. This grant would represent another step in the realization of that goal for everyone.

Thank you in advance for your consideration of Oconee County's application. If I can be of any further assistance in this matter, please don't hesitate to call me.

Sincerely,



Tim O. Hall, III  
Vice President

## Exhibit 2

South Carolina State Housing Finance and Development Authority  
1996 HOME Program  
Application Checklist

Project Name: Oconee County Home Project Date: 8/27/96

*Applicants must initial each category for which documents are included and complete.*

Tab	Attachment Item	Initial
1.	<b>Owner Occupied Application/Certification</b>	<u>FOR</u>
2.	<b>Project Area</b>	<u>FOR</u>
3.	<b>Letters of Commitment (if applicable)</b>	<u>FOR</u>
4.	<b>Marketing Plan</b>	<u>FOR</u>
5.	<b>Sample Copy of Grant or Loan Agreement(s)</b>	<u>FOR</u>
6.	<b>Construction Standards (if applicable)</b>	<u>    </u>
7.	<b>Letters of Community Support</b>	<u>FOR</u>

Tabs will be provided for items 1 through 7. The Authority requires all applicants to adhere to the Tab System to identify the application and required attachments.

**SCOPE OF WORK**  
**Provision of Technical and Professional Services for HOME Program**  
**Grant Number M96-SG450196**

The contractor shall do, perform, and carry out in a satisfactory and proper manner, the following services for the areas as designated below. All work activities undertaken pursuant to the provisions of this Scope of Work shall benefit residents of the area on a non-discriminatory basis. Work elements shall be performed in accordance with the following detailed work descriptions and the grant award terms and conditions.

1. *Home Program Administration*
  - a. Oversight of Oconee County's financial management system in accordance with HUD guidelines (OMB Circular A-87 and 24 CFR Part 85 - Common Rule).
  - b. Development of a mechanism for monitoring HOME activities and overall program performance.
  - c. The preparation of necessary reports concerning start-up of the program, program progress, monitoring reviews, and evaluations.
  - d. Assistance in compliance for any required public hearings - publication of notices, if necessary.
  - e. Scheduling of periodic briefing sessions with local officials to discuss program progress.
  - f. Coordination of all related matter concerning the HOME Program.
  - g. Development of a mechanism to market the program to potential beneficiaries, in conjunction with Oconee County officials.
  - h. Assist homeowners in completing applications for assistance.
  - i. Verify income, ownership, and other information required to establish eligibility to participate in the program.
2. *Preparation of Environmental Review Record (ERR)*
  - a. Detailed document outlining impact of proposed project.
  - b. Compliance with all regulatory agency requests/conditions - preparation and mailing of detailed memorandum to applicable agencies and required by statutory checklist.
  - c. Development of ERR, publication of newspaper display advertisements, request for release of funds and certification.

3. *Financial Management*

- a. Coordinate grant with County and SC State Housing Finance and Development Authority (SCSHFDA) for duration of grant. Complete all initial forms for access to CMI/S (Line of Credit Control System), including Direct Deposit Form and Access Authorization Forms.
- b. Complete and record all project set-ups with CMI/S (HUD Line of Credit Control System) and SCSHFDA.
- c. Complete and record all voucher requests for payment of vendors.
- d. Monitor all expenditures and maintain project budget and ledger.
- e. Coordinate all financial matters with Oconee County to ensure compliance.
- f. Complete and submit all final reports to CMI/S and SCSHFDA including Project Completion Reports.

4. *Construction Management/Rehabilitation*

- a. Preliminary project area inspection and survey of homes.
- b. Procurement of contractors.
- c. Development of construction contract and rehabilitation specifications.
- d. Detailed code inspection of each house in program.
- e. Preparation of work write up, cost estimation, and specific bids for each house.
- f. Bidding of individual contracts and notice of contract award.
- g. Issuance of proceed order.
- h. Organize and conduct preconstruction conference between homeowner and contractor.
- i. Preparation, signing and witnessing of all contract documents.
- j. Inspection of progress work and detailed final inspection.
- k. Approval of all contractor requests for payment.

The scope of work also includes attendance of personnel at any applicable HOME workshops as required by the SCSHFDA and the use of all forms and construction guidelines and specifications issued by the SCSHFDA.



**South Carolina State Housing Finance and Development Authority**

919 Bluff Road, Columbia, South Carolina 29201

Telephone: (803) 734-2000 TDD: (803) 734-2369

Rebecca K. Swindell  
Chairman

David M. Leopard  
Executive Director

October 18, 1996

Mr. Norman D. Crain  
Oconee County Supervisor  
208 Booker Drive  
Walhalla, SC 29691

Re: 1996 HOME Program Grant Award


Dear Mr. Crain:

Enclosed are two copies of the program grant agreement which must be executed in order for Oconee County to receive HOME funds. You will need to return one executed grant agreement to the South Carolina State Housing Finance and Development Authority not later than **November 4, 1996**.

Please note that all 1996 HOME funds must be committed to projects by **May 30, 1997**. HOME funds uncommitted after this date will be deobligated and reallocated. These grants are subject to all terms and special conditions of the grant agreements under which these awards are made. You are reminded, contracts for work of any type associated with activities related to this grant may not be entered into without first consulting this office to ensure that all State and Federal requirements have been met.

If you have any questions or require additional information, please contact Valarie Williams at (803) 734-2250.

Sincerely,

  
David M. Leopard

Enclosures

cc: Dirk Reis

*South Carolina State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201*

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**HOME Investment Partnerships Program**

**Program Grant Award**

**Grantee: Oconee County**

**Date of Award: October 18, 1996**

**Grant Title: HOME**

**Project Grant Amount: \$175,868**

**Grant Number: M96-SG450196**

**Administrative Grant Amount: \$12,310**

**Grant Period: October 18, 1996 - October 18, 1998**

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In Accordance with the provisions of 24 CFR Part 92, and on the basis of the grant application submitted, the South Carolina State Housing Finance and Development Authority hereby awards to the above named Grantee a grant, in the amount shown above, for the activity specified in the application and within the purposes and categories authorized. The acceptance of this award creates a contract between the South Carolina State Housing Finance and Development Authority and the Grantee legally binding the Grantee to carry out the activities set forth in the approved grant application in accordance with the terms and conditions of the Grant Agreement attached hereto and with special conditions listed below.


The following special conditions must be met before grant funds will be disbursed:

1. The Authority must receive and approve an amended HOME application to reflect any reduction in funds. (if applicable)
2. All contracts to be executed by the grantee must be approved by the Authority.
3. Any outstanding monitoring findings must be resolved.
4. The Authority reserves the right to review and inspect all request for payments on projects prior to receipt of payment.
5. All work write-ups must be written in clear, concise statements that itemize all work items to be performed and these items must in compliance with South Carolina State Housing Finance and Development Authority's written standards and specifications. All work-write-ups must be approved by the Authority prior to the bid process.
6. The Authority must receive and approve a completed Environmental Review.

This contract shall become effective as of the date of this award once signed in the space provided below. One original must be returned by November 4, 1996.

**ACCEPTANCE FOR THE GRANTEE**

\_\_\_\_\_  
Authorized Official



\_\_\_\_\_  
David M. Leopard, Executive Director

\_\_\_\_\_  
Name and Title of Authorized Official

10-18-96  
\_\_\_\_\_  
Date

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*South Carolina State Housing Finance and Development Authority  
919 Bluff Road  
Columbia, South Carolina 29201*

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## HOME Investment Partnerships Program

### Program Grant Award

**Grantee: Oconee County**

**Grant Number: M96-SG450196**

**Project Grant Amount: \$175,868**

**Administrative Grant Amount: \$12,310**

**Date of Award: October 18, 1996**

**Grant Period: October 18, 1996 - October 18, 1998**

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Upon receipt by the South Carolina Housing Finance and Development Authority (hereafter referred to as "the Authority") of the appropriately signed Grant Award, the Authority agrees to provide to the Grantee, the Federal assistance under Title II of the National Affordable Housing Act of 1990, as amended, known as the HOME Investment Partnerships Act (hereafter referred to as "the HOME Program") authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable Laws, regulations and all other Federal and Authority requirements now or hereafter in effect. This Grant Agreement is effective with respect to such assistance as of the date of the Grant Award and consists of the Grant Award hereto attached, together with the Authority approved application, including any certifications, maps, schedules or other submissions made or to be made with respect thereto.

*Jim King*  
1. **Program Schedule:** The Grantee agrees that all program funds will be 100% committed by *May 30, 1997*. All funds must be expended and documented within the above grant period.

2. **Program Goals:** The Grantee agrees to accomplish the following HOME Program Goals:

- a. Expand the supply of decent, safe, sanitary, and affordable housing for low-income persons;
- b. Strengthen the abilities of state and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing; and
- c. Encourage public and nonprofit partnerships in addressing affordable housing needs.

*agreement with section 4042 recorded*  
**Affordability:** The Grantee agrees to enforce the affordability requirements under 24 CFR 92.252 or 24 CFR Part 92.254, as applicable, and require repayment of the HOME funds if the housing does not meet the affordability requirements for the specified time period.

4. **Program Income:** The grantee agrees to retain any program income for additional HOME eligible activities by the Grantee.

5. **Maximum Per-unit Subsidy Amount:** The amount of HOME funds that a grantee may invest in affordable housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD under 221.514(b)(1) and (c) of this title for elevator-type projects, involving nonprofit mortgagors, insured under section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located.
6. **Eligible Activities and Costs:** HOME funds may be used to pay for the following eligible activities: Owner-occupied rehabilitation, homeownership, new construction (rental or homeownership) and rehabilitation (rental or homeownership). Eligible rehabilitation costs include only those costs necessary to correct substandard conditions, make essential improvements including energy related repairs or improvements, improvements necessary to permit access for persons with disabilities, repair major housing systems in danger of failure and associated soft costs as defined at 92.206.
7. **Project Requirements:** All projects assisted must be in accordance with the project requirements of 24 CFR 92.250 through 92.259 as applicable to the type of project assisted.
8. **Other Program Requirements:** The Grantee must comply with all federal laws and regulations described in 92.350 through 92.359 except that the Grantee does not assume the Authority's responsibilities for release of funds under 92.352 and the intergovernmental review process in 92.357.
9. **Displacement:** The Grantee agrees to take all reasonable steps to minimize displacement of persons as a result of a project assisted with HOME funds. A lower-income family may not be displaced without financial and advisory assistance sufficient to enable the family to obtain decent, safe, and sanitary housing at an affordable rent.
10. **Records and Reports:** The Grantee agrees to keep those records required by 92.508. In addition, the Grantee agrees to maintain in its records copies of all contracts related to the implementation of this grant.

The Grantee agrees to submit all required reports to HUD and the Authority as required.

The Authority, or its duly authorized representative, shall have access to all books, accounts, records, reports, files and other papers or property of the Grantee, subgrantees and contractors pertaining to the use of Program funds.

11. **Program Disbursement:** The Electronic Funds Transfer Cash and Management Information System will be used for transferring Program funds from the U. S. Treasury to Grantees for payment. The Authority will be responsible for requisitioning the funds from the Treasury. The Grantee may not request disbursement of funds until the funds are needed for payment of eligible costs. The Authority is not responsible for the disbursement of program funds to contractors or other eligible payees.
12. **Financial Management Requirements:** The Grantee must comply with the Office of Management and Budget (OMB) Circular A-87 or 122, as applicable.  
  
The Grantee must comply with the Audit Requirements of OMB Circular A-128, and/or OMB Circular A-110, Attachment F, as applicable.
13. **Amendments:** Any changes to this grant award affecting the scope of work of the project must be approved, in writing, by the Authority and shall be incorporated in written amendment(s) to this grant award agreement.



14. **Performance:** In the event the grantee fails to perform the services described herein and has previously received financial assistance from the Authority for these services, the grantee must reimburse the Authority for the full amount of such financial assistance. If the services described herein are only partially performed, and the grantee has received financial assistance from the Authority for these services, the grantee shall proportionally reimburse the Authority for any such financial assistance made. The Authority reserves the right to deobligate any uncommitted funds based on the Grantee's performance during the grant period.
15. **Terms and Conditions:** The Authority reserves the right to add or delete terms and conditions of this agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Authority and the HOME Program.
16. **Sanctions:** If the grantee fails or refuses to comply with the terms and conditions herein set forth, the Authority may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, the grant award or loan agreement; or, refrain from extending any further assistance to the grantee until such time as the grantee is in full compliance.
17. **Applicable Law:** In addition to the previously cited Federal Laws and Regulations, this grant award is also made under and shall be construed in accordance with the laws of the State of South Carolina. By executing this grant, the grantee also agrees to submit to the jurisdiction of the courts of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to, performance of said grant and the payment of all licenses and taxes of whatever kind or nature applicable hereto.
18. **Section 3 Compliance in the provision of Training, Employment and Business Opportunities:** This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the Authority regulations issued pursuant thereto, and any applicable rules and orders of the Authority issued thereunder prior to the Authority authorization of the Grant Award.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the Section 3 clause set forth in 24 CFR 135.20(b). The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the Section 3 clause. For any contract of \$100,000 or more, the contractor shall have available a written plan for "Section 3" employment.

19. **Equal Employment Opportunity:**
  - a. *Activities and contracts not subject to Executive Order 11246 as amended.* In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by

paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in subcontracts for program work.

- b. **Contracts Subject to Executive Order 11246 as Amended:** Such contracts shall be subject to the Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to the assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Authority advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Authority.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Authority, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Authority for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Authority, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Authority issued pursuant to

section 204 of regulations, or orders of the Authority issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a contractor may request the Authority to enter into such litigation to protect the interest of the Authority.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Grantee so participating is a local government, the above equal opportunity clause is not applicable to any agency, instrumentally or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Authority; that it will furnish the Authority such information as they may require for the supervision of such compliance; and that it will otherwise assist the Authority in the discharge of its primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Authority pursuant to Part II, Subpart D of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Grantee under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Grantee, and refer the case to the Department of Justice for appropriate legal proceedings.

20. **Lead Based Paint Hazards:** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35 as well as the "Residential Lead-Based Paint Reduction Act of 1992" (Title X, Housing and Community Development Act of 1992) (P.L. 102-550). The Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) of the regulations.

21. **Compliance with Air and Water Acts:** (Applicable to construction contracts and related subcontracts exceeding \$100,000.)

This Agreement is subject to the requirements of the Clear Air Act, as amended, 42 USA 1857 et seq. the Federal Water Pollution Control Act, as amended, 33 USA 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

1. A stipulation by the contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. The contractor will, in all solicitations or advertisements for employees by, or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this Agreement, in every non-exempt subcontract and requiring that the contractor will take such action as the Authority may direct as a means of enforcing such provisions.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

22. **Federal Labor Standards Provisions:** Except with respect to the rehabilitation of residential property designed for less than twelve dwelling units, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement. The Grantee and all contractors engaged under contracts for the construction, completion or repair of any building or work financed in whole or in part with assistance provided under this Agreement shall comply with all applicable federal legislation regarding or relating to the payment of wages and working conditions, including but not limited to the Davis-Bacon Act (40 U.S.C. 276a-5) and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-332), provided, however, that if wage rates higher than those required by federal law or regulations are required by State or local law, nothing hereunder is intended to relieve the Grantee of its obligations to require payment of the higher rates. Grantees, contractors, subcontractors and other participants must comply with any and all regulations issued under federal statutes pertaining to labor standards as well as with the provisions of HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Projects). The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Authority or the Federal Government to receive an award of such contract.

23. **Non-discrimination:** HOME Program grant funds will be made available in conformity of the non-discrimination and equal opportunity requirements set forth in 24 CFR Part 511.10(m), as follows:
  - a. The requirements of the Federal Fair Housing Law, 42 USC 3601-19, with Executive Order 11063, and with Title VI of the Civil Rights Act of 1964, 42 USC 2000d.

- b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 USC 6101-07, and the prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 USC 794.
  - c. The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR Chapter 60.
  - d. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701U.
  - e. The requirements of Executive Order Nos. 11625, 12432 and 12138. The Grantee shall make efforts to encourage the use of minority and women's business enterprises in connection with activities funded under this part. The grantee shall keep records of the extent (number and dollar amount) of participation by minority- and women-owned businesses, including owners, and shall assess the results of its efforts to encourage the use of these businesses.
24. **Obligations of Grantee with Respect to Certain Third Party Relationships:** The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and Certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1981.
25. **Interest of Certain Federal or State Officials:** No elected or appointed Authority or Federal Official, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
26. **Interest of Members, Officers, or Employees of Grantee, Members or Local Governing Body, or Other Public Officials:** No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.
27. **Prohibition Against Payments of Bonus or Commission:** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining the Authority approval of the additional assistance, or any other approval or concurrence of the State required under this Agreement, the ACT or HUD regulations with respect thereof; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
28. **MBE and WBE Obligation:** The grantee agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financing whole or in part with federal funds provided under this Agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the


maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of HUD-related contracts.

29. **Ownership:** Title property acquired in whole or in part with grant funds shall be vested in the grantee, subject to divestment by the Authority. The Grantee must file with the Authority a copy of the Property Inventory Control Form at the time of close-out and must agree to be subject to audit by the Authority or its duly authorized representatives for verification of the information contained in the Property Inventory Control Form. A physical inventory must be conducted every two years.
30. **Confidential Information:** Any reports, information, data, etc., given to, prepared, or assembled by the Contractor under this Contract which the Agency requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.
31. **Incorporation of The Code of Federal Regulations:** The Grantee agrees to comply with all requirements as set forth in the Code of Federal Regulations:

24 CFR Part 92  
24 CFR Part 58 (as amended)

This contract contains specific requirements from the Code of Federal Regulations. However, the failure to include certain other requirements should not be construed as an omission of these requirements. In instances where the State requirements are more restrictive than the Code of Federal Regulations, the State requirements shall take precedence over the federal regulations.

32. **Copyright:** No material produced in whole or in part under this grant award shall be subject to copyright in the United States or in any other country. The Authority shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this grant.

  
\_\_\_\_\_  
David M. Leopold, Executive Director

10-18-96  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Official